



Essex County College

303 University Avenue • Newark, New Jersey 07102-1798 • (973) 877-3000

EMPLOYMENT CONTRACT

THIS AGREEMENT is made effective this 1st day of February 2010 between the Board of Trustees of Essex County College, hereinafter referred to as "Board" and Edythe M. Abdullah, hereinafter referred to as "President."

WHEREAS THE PRESIDENT is willing to be employed by the Board, and the Board is willing to employ the President, on the terms, covenants and conditions hereinafter set forth, it is agreed as follows:

1. Parties and Term of Employment:

The Board does hereby engage Edythe M. Abdullah as President of Essex County College, under the direction of said Board, with a rolling contract for an initial term beginning on April 1, 2010 and continuing through August 31, 2013. The President accepts said employment for said term. Subject to a favorable performance review, the contract shall automatically extend for a one-year period beginning on September 1st of any year of renewal. It is the intention of the parties that, absent termination for cause or resignation, the President shall always be subject to a rolling three-year contract. The President shall also hold the Academic Rank as a Full Professor.

2. Executive Officer and Ex Officio Member of the Board of Trustees:

The President shall be the Chief Executive Officer for Essex County College and an Ex Officio Member of the Board of Trustees pursuant to New Jersey Statute 18A:64A-12(e) and will act in accordance with the general guidance and direction provided by the Board of Trustees.

3. General Terms and Conditions of Employment:

This contract is subject to all applicable laws of the State of New Jersey and the lawful rules and regulations of Essex County College and the Board of Trustees of the College. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as though herein set forth.

4. Power and Duties:

The President shall perform all the duties that are customarily performed by one holding such position pursuant to the advice and counsel of the Board.

The President agrees that she will at all times faithfully, industriously and to the best of her ability, experience, and talent, perform all of the duties that may be required of and from her pursuant to the express and implicit terms hereto and according to law. The President shall devote her full time and best efforts to Essex County College.

During any term of this Agreement the President may engage in outside activities such as serving on for-profit and non-profit boards of directors, delivering speeches, writing and consulting services if these outside activities do not interfere with the performance of his obligations under this Contract. If the Board subsequently determines that any outside activities pose or will pose a conflict of interest or if the time commitments required of the President interfere with the performance of her obligations as the President, she shall, at the request of the Board, cease such activities at the earliest available opportunity. Any compensation earned by the President in connection with approved outside activities may be paid to and retained by her, and will not affect the terms of this Agreement. The President will promptly disclose to the Board each new or recurring source of outside-earned income and other

compensation. As of the date of executing this Agreement, the President serves as a member of the Board of Trustees of the University of North Florida. The President is permitted to continue in this service and shall be given time to attend such University of North Florida Board of Trustee meetings as time to time required. The President shall not be required to utilize vacation days from the College for her service. The University of North Florida Board of Trustees and not the College shall pay the President's reasonable costs of travel and lodging incidental to the President's service on the University of North Florida Board of Trustees.

The President agrees that all powers and duties that may lawfully be delegated to the President are to be executed in accordance with the laws, rules, and regulations as set forth above. Such acts as may require approval or ratification by the Board of Trustees shall be referred by the President to the Board of Trustees at the earliest possible opportunity.

5. Annual Salary:

A. Base Salary

The President for the period of April 1, 2010 to August 31, 2010 shall be paid as a salary the sum of \$225,000.00 per annum, minus required deductions and withholdings. A four percent raise shall be effective on September 1, 2010 and a six month service adjustment of \$11,250 shall be payable on October 1, 2010. The six-month service adjustment shall be added to the annual salary, bringing the annual salary as of October 1, 2010 to \$245,250.00.

B. Annual Increase

The President shall be entitled to an annual increase effective on September 1, 2010, September 1, 2011, and September 1, 2012 that is equal to the increase given to all Administrative employees of the College plus one (1) percent. In addition, the Board of Trustees has the sole discretion to provide up to an additional five (5) percent increase.

C. Deferred Salary Compensation

A deferred compensation fund shall be established in the name of the President. Annually, the College shall contribute 5% of the President's base salary into said fund. At the conclusion at 5 years of service, the President shall be entitled to receive the funds or elect to defer payment until a future date. For purposes of calculating base salary, the date to be used is the salary in effect on September 1 of each contract year.

6. Medical and other Fringe Benefits:

A. Fringe Benefits

The President shall receive all fringe benefits that are given to other College Administrators including medical insurance, life insurance, disability insurance and tuition reimbursements, and any other benefits approved by the Board, and offered to said Administrators.

B. Vacation accrual

The President shall be entitled to vacation days at the rate of 2.5 days for every month of employment. The President shall be entitled to cash in unused vacation days or may request by June 30th of each calendar year that the Board of Trustees carry over her unused vacation days. The decision whether to permit the carryover of unused vacation days shall be at the sole discretion of the Board of Trustees.

C. Sick leave

The President shall receive sick days at the rate of 12 days per year. Sick days not used per year are allowed to be accumulated. The President shall be entitled to a payout of 50 percent of accumulated sick days at separation, not to exceed \$15,000.00.

D. State of New Jersey Pension and Benefits Program

The Board agrees to make and to pay the usual and legally required contribution to the State of New Jersey Pension and Benefits Program (the employer's share) and the contributory portion of the State of New Jersey's Pension and Benefits Program (the employee's share) in and on behalf of the President.

E. Automobile

The Board shall provide the President with an automobile owned by the College for her unlimited use while serving as President of the College. The Board shall pay for all insurance, maintenance, repairs and fuel for said automobile. At the end of the President's employment contract, she has option to purchase the car at its fair market rate.

F. Housing Allowance

In lieu of an official residence in Essex County, the Board shall pay to the President \$3,500 per month for said housing allowance.

7. Relocation Expenses:

A. The President shall be permitted transitional housing expenses for up to three months at a Courtyard by Marriott or equivalent type of housing arrangement. In the alternative at the President's request, the President shall be entitled to \$5,000 per month for three months of transitional housing expenses. Such expenses are defined to include but not limited to the cost of actual housing, realtor fees, security deposits, and replacement appliances and other household items not moved from the President's Florida residence. Transitional housing expenses up to \$15,000 may be paid in advance at the President's request subject to providing proper expense vouchers within 60 days.

B. The President shall be permitted up to \$15,000 in expenses for relocation expenses incurred within the first 12 months of employment. This benefit expires after one year.

C. The President shall be permitted up to one (1) round trip airfare in coach per month for the first six months of this contract.

D. In the event the President's employment is terminated or ends for any reason, the President shall not be required to repay any of the Relocation Expenses.

All expenses permitted in paragraph 7 must be properly vouchered.

8. Expense Allowance:

The President shall be permitted a sum not to exceed \$25,000.00 per annum for vouchered expenses relating solely to her duties and responsibilities as President including those incidental expenses that are necessary for her to properly maintain and promote the image of the College. One month's COBRA payment is an allowable vouchered expense. The President shall set forth the purpose and amount of said expenses.

9. Personal Communication Devices:

The Board of Trustees shall provide the President with a personal cellular phone or other personal communication devices for College business. The President shall be reasonably available for communication on such device twenty-four hours per days.

10. Performance Evaluation:

The President shall maintain a three-year contract subject to a satisfactory performance review. Said performance shall be evaluated annually by the Board of Trustees.

11. Termination by Mutual Consent:

Either party shall have the right upon six (6) months written notice to terminate this Contract of Employment. Should the Board wish to exercise said termination, the President shall be entitled to be paid her salary for the balance of the term but not to exceed one year's salary. If the President resigns under this agreement prior to five years from accepting employment, she relinquishes her rights under paragraph 5(c) for Deferred Salary Compensation.

12. Non-renewal notice required/effect of failure to provide:

If the Board of Trustees determines that the President is not to be re-employed with the College beyond the term of this Agreement or any extension thereof, the Board of Trustees must notify the President in writing of its election not to renew the President's employment. Such notice must be provided to the President at least ninety (90) calendar days prior to the expiration of this Agreement. The President is directed to and agrees to remind the Board of this obligatory notice provision at least six (6) months before the termination date of this Agreement or any extension thereof. For purposes of this provision, the initial notice by the Board must be given on or before May 30, 2013 and on or before May 30th of any year in which this Agreement has been renewed.

If the Board of Trustees fails to provide the President with the requisite ninety (90) calendar day notice of its election not to continue the employment of the President beyond the term of this Agreement or any extension thereof, the President shall be deemed to be rehired by the Board of Trustees for an additional term not to exceed one (1) year beyond the expiration date of this Agreement at the salary in effect for the President's last year of employment and subject the salary adjustments specified in ¶ 5B. All terms and conditions as stated in this Agreement shall remain the same.

13. Termination for Cause:

In the event that the Board claims that cause exists to terminate the President prior to the expiration of this agreement, the Board shall provide the President with a written statement of its intent to discharge and the reasons for discharge. "Cause" shall be defined as materially harmful neglect of essential responsibilities, dishonesty that adversely affects the College, the commission of any felony or of a misdemeanor involving moral turpitude or a breach of a material term of this Agreement. Before the Board makes a final decision, the President is entitled to meet with the Board in open or closed session, within thirty (30) calendar days of the issuance of the written statement. The President may be represented by legal counsel at the President's expense and may present any evidence to the Board to rebut the stated reasons for discharge. After the President has had an opportunity to respond to the stated reasons for discharge, the Board will make a final decision in writing. Once the Board makes a final decision in writing, the President shall cease to receive compensation, benefits and the other allowances set forth in this agreement after 30 days of the final written decision.

14. Entire agreement:

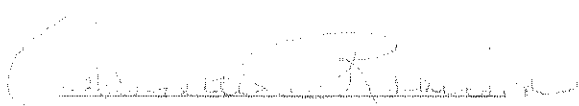
This written agreement maintains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. It is further agreed that no waiver or modification of this agreement shall be valid unless in writing and duly executed by the parties. The parties agree that no other promise, agreement, or offer, oral or written, exists between them, except for those expressed in this Agreement. No parole evidence may be admitted to prove the existence of any such promise, offer, agreement or to otherwise challenge a term or condition expressed in this Agreement.

15. Law governing:

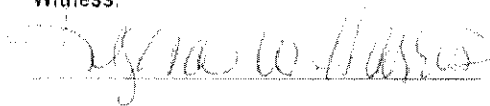
The parties hereto agree that this Contract shall be governed by the laws of the State of New Jersey. If any term or provision of the Agreement is determined to be invalid or unenforceable, such a determination shall not invalidate any other term or condition or the validity of the balance of this Agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the 10th day of September, 2010.


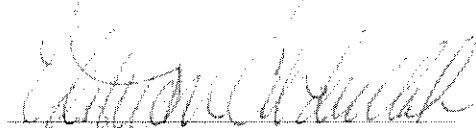
Witness:



Witness:



Board of Trustees of
Essex County College


Rev. Reginald T. Jackson, Chair
Edythe M. Abdullah, President